

COBLENTZ PATCH DUFFY & BASS LLP
ONE MONTGOMERY STREET, SUITE 3000, SAN FRANCISCO, CALIFORNIA 94104-5500
415.391.4800 • FAX 415.989.1663

REES F. MORGAN (State Bar No. 229899)
JONATHAN R. BASS (State Bar No. 75779)
STAN ROMAN (State Bar No. 87652)
MARI SAHAKYAN CLIFFORD (State Bar No. 331152)
WILLIAM ABRAMOVITZ (State Bar No. 319385)
COBLENTZ PATCH DUFFY & BASS LLP
One Montgomery Street, Suite 3000
San Francisco, California 94104-5500
Telephone: 415.391.4800
Facsimile: 415.989.1663
Email: ef-rfm@cpdb.com
ef-jrb@cpdb.com
ef-sgr@cpdb.com
ef-msc@cpdb.com
ef-wia@cpdb.com

Attorneys for Claimants
First 100, LLC, 1st One Hundred Holdings, LLC
and Battle Born Investments Company, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Approximately 69,370 Bitcoin (BTC), Bitcoin
Gold (BTG), Bitcoin SV (BSV), and Bitcoin
Cash (BCH) seized from
1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx,

Defendant.

First 100, LLC, 1st One Hundred Holdings,
LLC, and Battle Born Investments Company,
LLC,

Claimants.

Case No. 3:20-cv-07811-RS

**DECLARATION OF JACKY LEE IN
SUPPORT OF CLAIMANTS'
OPPOSITION TO MOTION TO STRIKE
THE CLAIMS OF CLAIMANTS BATTLE
BORN INVESTMENTS COMPANY, LLC,
FIRST 100, LLC AND 1ST ONE
HUNDRED HOLDINGS, LLC**

Date: September 9, 2021
Time: 1:30 p.m.
Ctrm: 3 (Via Zoom)

The Hon. Richard Seeborg

Trial Date: None Set

DECLARATION OF JACKY LEE

I, Jacky Lee, declare as follows:

1. I am a Data Scientist at DMG Blockchain Solutions (“DMG”). I have three years of experience in the data science field, and I hold a bachelor’s degree in computing science received from Simon Fraser University. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true.

If called as a witness, I could and would competently testify to the matters stated herein.

2. On April 9, 2021, DMG was engaged by Dwight Donovan from Fox Rothschild LLP to conduct a forensic analysis in respect to their claim to the 1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx (1HQ3) Bitcoin wallet that is subject to the Complaint for Civil Action Forfeiture, currently pending in the United States District Court, Norther District of California. I was asked to research ownership of the 1HQ3 wallet, where the 69,370 Bitcoins in the 1HQ3 wallet came from, and the likelihood of the Bitcoins being stolen.

3. Holo Discovery, a company that specializes in forensics, has provided me with an external hard drive containing all active data from Ngan’s personal devices. The hard drive also contains information about deleted data but not the data itself. I received the hard drive on May 4, 2021. The devices shown in the hard drive are as follows: Compaq laptop, Toshiba laptop, black eMachines desktop, white eMachines desktop, CCIC thumb drive, Lexar 4GB thumb drive, HP 4 GB thumb drive, Samsung laptop, and LG LS770 cell phone.

4. Attached as Exhibit 1 is a true and correct copy of a document from Mr. Ngan’s imaged computer file (hereinafter “Mr. Ngan’s computer”) titled “Bitcoin Procedures Sam Oliver.pdf” sent on December 5, 2018 from Mr. Ngan to Mr. Ranzijn via WhatsApp.

5. Attached as Exhibit 2 is a true and correct copy of a document from Mr. Ngan’s computer titled “Bitcoin Purchase and Sale Joint Venture Profit-Sharing Agreement Escrow Agreement” sent from Mr. Ngan to Mr. Patrick Ranzijn.

6. Attached as Exhibit 3 is a true and correct copy of a document from Mr. Ngan’s computer titled “Bitcoin Purchase and Profit Sharing Agreement” sent from Mr. Ngan to Mr.

Ranzijn via WhatsApp.

7. Attached as Exhibit 4 is a true and correct copy of a message from Mr. Ngan's computer from the number 9496378100 to Mr. Ngan sent on November 11, 2017 via WhatsApp. It reads "Brad rotter wants to know if u still want to sell your bitcoin. I told him I would inquire."

8. Attached as Exhibit 5 is a true and correct copy of a message from Mr. Ngan's computer sent on October 19, 2018 from Jerry du Koning to Mr. Ngan from asking if he is interested in purchasing Bitcoin sent via WhatsApp.

9. Attached as Exhibit 6 is a true and correct copy of a message from Mr. Ngan's computer sent via WhatsApp by Jerry du Koning on October 21, 2018 telling Mr. Ngan his contacts have unlimited access to Bitcoin.

10. Attached as Exhibit 7 is a true and correct copy of a message from Mr. Ngan's computer from Mr. Ranzijn that reads "Got a wallet address with it?"

11. Attached as Exhibit 8 is a true and correct copy of a text message from Mr. Ngan's computer sent to Mr. Ranzijn from Mr. Ngan containing an image showing the wallet address 1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx and a QR code.

12. Attached as Exhibit 9 is a true and correct copy of a document that was emailed to Mr. Ngan from Don Yarter on December 21, 2018. The document was attached to an email and was titled "Mark to Don and James Re: Current BTC JV and Escrow Agreements 1 million from each 3 different Sellers = Total 3 Million BTC available."

13. Attached as Exhibit 10 is a true and correct copy of a document from Mr. Ngan's imaged computer titled "Notice of Conditional Bitcoin Offer." It was sent on January 28, 2019, from Mr. Ngan to Mr. Ranzijn.

14. Attached as Exhibit 11 is a true and correct copy of a document from Mr. Ngan's computer titled "Letter of Intent" dated February 4, 2019.

15. The 1HQ3 blockchain data was fetched from Blockchair and Blockseer's blockchain explorer. These explorers are websites that contain block, transaction, and wallet address data for Bitcoin. They allowed me to get an overview of the 1HQ3 wallet as well as the transaction details.

1 16. All blockchain data that I have provided are raw data. This means that I fetched it
2 directly from the explorer without aggregating or filtering it. Moreover, the data files found from
3 Ngan's devices are left as is. I did not modify the files in any way.

4 17. From my analysis, I found that it is highly improbable for an individual to hack the
5 58 wallets that sent Bitcoins to 1HQ3. This is due to the fact that the private key used for
6 accessing bitcoin wallets is very secure and cannot be easily guessed with modern computers.
7 Moreover, it is impossible for Individual X to gain these Bitcoins by hacking a single silk road
8 wallets, because the blockchain transactions show that the Bitcoins came from 58 different
9 sources. Through tracing the transactions, I found that 4 of those sources were likely transaction
10 fees, as the transaction amount involved was less than one Bitcoin.

11 18. I declare under penalty of perjury under the laws of the United States of America
12 that the foregoing is true and correct.

13 Executed on this 10th day of August, 2021, at Vancouver, British Columbia, Canada.
14
15
16
17



JACKY LEE

Exhibit 1

Bitcoin Sale Procedures - Sam Oliver Dec 3, 2018

Quantity:

Total: 1,000,000+ BTC with possible R/E.
1st trench: 10,000~ 100,000 BTC negotiable
2nd trench: TBA BTC
3rd trench: TBA BTC

Price

Discount Gross -5%/-2% Net
1.5% for seller side closed
1.5% for buyer side opened.

Escrow Agent Fee

It will be on Seller's account.

Escrow Agent

- US Bank/Escrow Agent
Using JP Morgan Chase Bank.

The Transaction Procedure

1. POF from buyer.
2. POC from seller.
3. Engage attorney to attorney for Sales and Purchase agreement.
4. Upon acceptance of the S&P, as well as the terms and conditions, both parties will sign the the Master Fee Protection Agreement (MFPA) for consultants.
5. The Buyer makes payment into the Bank and/or Escrow Service company account and then sends the wire receipt for confirmation, and upon confirmation of the wire by the bank and/or escrow company, the bank and/or Escrow service company notifies the Seller confirming Buyer's payment for the Seller to immediately transfer the agreed tranche amount of the BTC to the Buyer's BTC Wallet Address. However, this can also be a ledger to ledger JP Morgan Chase transaction as well.
6. The Buyer confirms that the BTC is received in their wallet per the agreed tranche amount.
7. The Buyer then further confirms to the bank and/or Escrow service company that the BTC has been received as agreed upon, thereby enabling the bank and/or escrow company to release the funds to Seller and Consultants.
8. The Seller confirms to the bank and/or Escrow Company and Buyer that funds have been received and transaction for the tranche is concluded.

Exhibit 2

Bitcoin Purchase and Sale Joint Venture Profit-Sharing Agreement ("The JV Agreement") ESCROW AGREEMENT

THIS ESCROW AGREEMENT IS MADE ON DECEMBER 07/2018 between

- (1) **Faction Investments Limited** ("The Joint Venture Seller Side");
- (2) XXXXXXXXXXXX ("The Joint Venture Buyer or Purchasing Side"),
- (3) **Dunton Rainville LLP** represented by **Mr. Michel Lebeuf (Partner)** (the "Escrow Law Firm") collectively known as the "Parties".

1 UNDERLYING TRANSACTION FOR ESCROW

Buyer or ("The Joint Venture Purchasing Side") is using a Bitcoin Purchase and Sale Joint Venture Profit-Sharing Agreement ("The JV Agreement") to be lodged with the Escrow Law Firm under the following TRANSACTION CODE:

2 RECITALS

WHEREAS

- (A) ("The Joint Venture Seller Side") *proposes to arrange the sale of a contracted amount of 100,000 BTC (the "BTC") with a first tranche of no less than 2000 BTC.*
- (B) ("The Joint Venture Purchasing Side") proposes to send clean, clear and readily available funds for the BTC to the Escrow Law Firm (the "Funds").
- (C) The Escrow Law Firm is willing to hold the Funds for the transaction in escrow pursuant to this Agreement.

IT IS AGREED

ESTABLISHMENT OF THE ESCROW

3. ESCROW LAW FIRM'S DESIGNATED BANK COORDINATES TO RECEIVE ESCROWED FUNDS

Bank Name	Bank of Montreal
Bank Address	630 Rene-Levesque Blvd, W. Montreal Quebec H3B 1S6
Institution No	001
SWIFT Code	BOFMCAM2
Account Name	Dunton Rainville LLP – TRUST FUND ACCT
Account Number	1042-420
Transit/Branch No.	02431

3 DEPOSIT OF FUNDS INTO THE ESCROW ACCOUNT

- 3.1 "The Joint Venture Purchasing Side" shall arrange for the Funds to be deposited into the Escrow Account on or about the date of order (the "Deposit Date").
- 3.2 Funds shall be transferred in United States Dollars (USD), to the Escrow Account upon receipt and acceptance of an invoice in due form.
- 3.3 Escrow Attorney agrees to hold the Funds in the Escrow Account for the benefit of the Parties until authorised to disburse such Funds under the terms of this Agreement.
- 3.4 When the Escrow has received and confirmed the Escrowed Amounts of the tranche in the Escrow bank account, the Escrow shall confirm receipt in writing to the ("The Joint Venture Purchasing Side") and ("The Joint Venture Seller Side"). Upon confirmation of funds, The Joint Venture Seller Side shall immediately begin transmitting BTC to the ("The Joint Venture Purchasing Side") designated wallet(s) and provide proof to the ("The Joint Venture Purchasing Side") of the pending transfer. ("The Joint Venture Purchasing Side") shall confirm the receipt of the BTC into the designated wallet to the Escrow Attorney upon receipt of the complete tranche and a minimum of 6 confirmations via the block-chain system, and Escrow Attorney shall release the funds to the Seller and consultants as instructed by the "The Joint Venture Seller Side. The same process will continue until all tranches are concluded.
- 3.5 The Bitcoin Purchase and Sale Joint Venture Profit-Sharing Agreement ("The JV Agreement") is hereby incorporated into and made a part of this Agreement.

4 ESCROW PERIOD

- 4.1 The escrow period (the "Escrow Period") shall begin from the date of this Agreement and shall terminate upon the earlier of:
- (a) the date on which the Escrow Law Firm (i) releases to the ("The Joint Venture Seller Side"); the funds from the Escrow Account;
 - (b) or - The date on which each of the ("The Joint Venture Seller Side"); and the ("The Joint Venture Buyer or Purchasing Side") notifies the Escrow Law Firm that the proposed transaction and its remaining tranches have concluded or have been terminated in writing.

5 TRANCHING

- 5.1 ("The Joint Venture Buyer or Purchasing Side") shall notify the Escrow Law Firm in writing via email when it is ready to send funds for the next tranche according to the signed Bitcoin transaction Joint Venture Agreement, and ("The Joint Venture Buyer or Purchasing Side") shall then deposit funds as per the previous tranche.
- 5.2 Escrow shall notify ("The Joint Venture Seller Side"); once this arrangement has been completed and ("The Joint Venture Seller Side"); shall then transfer the BTC as per previous tranche.

6 COUNTERPARTS

- 6.1 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart.

7 NOTICES

- 7.1 Any notice or other communication required to be given:
- (a) to the ("The Joint Venture Seller Side");under this Agreement shall be addressed and delivered to the email address which is: with Cc: XXXXXXXXXXXXX
 - (b) to the ("The Joint Venture Buyer or Purchasing Side");under this Agreement shall be addressed and delivered to the email address which is: with Cc: XXXXXXXXXXXXX
 - (c) -
 - (c) to the Escrow Law Firm under this Agreement shall be addressed and delivered to the Escrow's email address which is: with a copy to: XXXXXXXXXXXXX
 - (d) Notification for scheduled disbursements must be provided to the Escrow Attorney no less than 24 hours before the disbursements' scheduled delivery.

ESCROW FEES

- 7.2 The Parties agree that the Escrow Law Firm shall be paid a fee for escrow services rendered in accordance with the terms of this Agreement in an amount equal to xx% (xxx per cent of the Funds (the "Escrow Fees"). The Parties also agree that the Escrow Law Firm's fee shall be at ("The Joint Venture Selling Side cost").
- 7.3 The Escrow Fees shall be paid at the time of disbursement to the and the Escrow Law Firm is authorized to retain and utilise such fees from the Escrow Account at its sole and absolute discretion.

8 INDEMNITY

8.1 The Parties acknowledge and agree that the Escrow Law Firm's duties under this Agreement are limited solely to the safekeeping of (a) the Funds in the Escrow Account only. The Parties agree that the duties of the Escrow Law Firm are only such as herein specifically provided and acknowledge and confirm that such duties are of an administrative and ministerial nature. The Parties agree that the Escrow Law Firm shall incur no liability whatsoever, except for negligence, wilful misconduct and fraud. The funds wired to the Escrow Law Firm's trust account will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLTFA") or the *Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* of the United States (the "Patriot Act") and ("The Joint Venture Purchasing Side") and ("The Joint Venture Seller Side") acknowledge that the Escrow Law Firm may in the future be required by law to disclose in the future ("The Joint Venture Purchasing Side") and ("The Joint Venture Seller Side"). names and other information relating to present transaction, on a confidential basis, pursuant to the PCMLTFA and/or the Patriot Act. To the best of its knowledge: (i) none of the funds to be wired by the Buyer: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Escrow Law Firm; and (ii) ("The Joint Venture Buyer or Purchasing Side");and("The Joint Venture Seller Side"); shall promptly notify the Escrow Law Firm if they discover that any of such representations ceases to be true, and to provide the Escrow Law Firm with appropriate information in connection therewith.

8.2 The Parties shall on demand indemnify the Escrow Law Firm against any liability, loss or expense which the Escrow Law Firm may incur in connection with its performance of the transactions contemplated by this Agreement.

9 LIABILITIES

9.1 Any and all interest accrued during the term of this Escrow Agreement shall be property of the the Law Society of Quebec fund and shall be disbursed as such according to the rules governing such accounts.

10 CONFIDENTIALITY

The Parties agree to keep confidential all the confidential materials and information (the "Confidential Information") they are provided with by this Agreement. The Parties shall not disclose, provide or transfer such Confidential Information to any third party without the prior written consent of the other Party. In case of the termination of this Agreement, the party who has received the Confidential Information shall return or destroy all the files, materials or software as required by the disclosing party, and delete any of the Confidential Information from any equipment or device and discontinue using such Confidential Information.

11 FORCE MAJEURE

Any delay in or failure of performance by either party of their respective obligations under this agreement shall not constitute a breach hereunder or give rise to any claims for damages if, and to the extent that such delays or failures in performance are caused by events or circumstances beyond the control of such party. The term "Beyond the Control of Such Party" include Lawful order of Government or Authority, Act of War, Rebellion or Sabotage, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

12 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Province of Quebec, Canada.

13 OFFICIAL SIGNATURES OF PARTIES AGREEING TO THE ESCROW AGREEMENT

By signing below all parties agree to have read and understand the terms and conditions outlined in this escrow agreement.

****SIGNATURES ON NEXT PAGE****

IN WITNESS whereof this Agreement has been entered into by the parties on the day and year first above written.

Signed FOR AND BEHALF OF ("The Joint Venture Buyer or Purchasing Side");

XXXXXXXXXXXXXXXXXXXX

per

Name (please print)

Signed FOR AND BEHALF OF ("The Joint Venture Seller Side");

FACTION INVESTMENTS LIMITED

per

Name (Greg Vanular)

FOR AND BEHALF OF THE DUNTON RAINVILLE LLP:

ESCROW LAWYER ON BEHALF OF THE LAW FIRM

per Mr. Michel Lebeuf

Partner

Name (Michel Lebeuf)

Exhibit 3

BITCOIN PURCHASE AND PROFIT SHARING AGREEMENT

This Bitcoin Purchase and Profit-Sharing Agreement (The "Agreement") is entered into as of December ____, 2018 by and between _____
 xxxxxxxxxxxxxxxxx("xxxxxxx") on the one hand and xxxxxxxxxxxxxx on the other hand ("xxxxxxx").

Instruments:	Bitcoin (BTC).
Type of Asset:	Digital Currency.
Buying Amount:	Min 100,000 BTC
Total Discount:	8%
Profit to each JV Partner:	3.5%
Commissions:	1.0%
BTC Price:	Price based on www.blockchain.com
Payment Mode:	Wire Transfer bank to bank

WHEREAS, xxxxxxxxx Investments Limited, through their business connections can procure the purchase of Bitcoins at a price, which is 8% less than the market price as of the date of purchase for purchases in excess of 100,000 Bitcoins.

WHEREAS xxxxxxx represents investors who desire to purchase Bitcoins.

NOW, THEREFORE The parties to this Agreement agree as follows:

1. Purchase of Bitcoins by xxxxx
 - A. xxxxxxx shall purchase Bitcoins in lots of 100,000 Bitcoins minimum through xxxxxx Investment's business connections ("Sellers").
 - B. xxxxx shall deposit the market price of the Bitcoins for the specific tranche minus xx % for the agreed upon quantity of Bitcoins into the Dunton Rainville LLP escrow account.
 - C. Sellers shall be paid the purchase price of the Bitcoins from the Dunton Rainville LLP escrow account after the coins are successfully transferred to the wallet of the end buyer.
2. Division of Profits between xxxxxx and xxxxxxxxx
 - A. Because the agreed upon purchase price of the Bitcoins is 8% less than the market price, and because xxxxx will deposit the market price into the escrow account, a gross profit of xx% will remain (the "Profit").
 - B. xxxxxx and xxxxxx shall divide the Profit equally between them regardless of the percentage or dollar amount of the profit and compensate the introducing brokers as set out below in B(i)
 - (i) From the Gross Profit of xx% an amount of 1% shall be allocated to the introducing brokers as commissions.
 - (ii) Escrow instructions, which are signed by both xxxxx and xxxxxx will provide specific instructions as to where the Profits are to be sent upon the closing of escrow.
 - (iii) xxxxxxxxx alone will direct the Escrow Law Firm where the Sellers payments will be sent.
 - (iv) xxxxxxxxx alone will be responsible for the Escrow Fees.

3. BITCOIN'S TRANSACTION PROCEDURES:

1. Purchasing JV Partner submits a completed CIS, Passport Copy or Government issued Photo ID along with a current POF to cover the first tranche of a minimum 2000 BTC,
 2. Selling side JV Partner reviews the application from purchasing JV Partner and contacts Purchasing JV Partner to confirm all the information that is in the submitted package, such as amount of BTC, method of payment, etc. and then Selling side JV Partner counter-signs the Agreement.
 3. The Selling side JV Partner then sends the signed copy of the JV Agreement to the purchasing side JV Partner immediately.
 4. The purchasing side JV Partner will immediately wire transfer of the TOTAL AMOUNT to the Dunton Rainville LLP Escrow account, and provide a Payment Slip
 5. Upon confirmation of the Payment, the Sell side JV Partner will cause the Seller to immediately transfer the agreed tranche of BTC to the designated BTC Wallet address given by the purchasing side JV Partner.
 6. Once the BTC are receipted by the purchasing sides designated wallet the funds held in Escrow will be released as instructed by the sell side JV Partner and the 1% commissions will be paid as set out in the MFPA.
 7. Escrow costs will be paid by the sell side JV Partner.
 8. In the event the BTC are not delivered within 24 hours of receipt of the fiat to Dunton Rainville LLP the funds will be returned at no cost to the sending party
-
4. Amendments. This Agreement may be amended only in a writing that refers to this Agreement and that is signed by both parties hereto.
 5. Entire Agreement. This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof, and no alteration, amendment or modification of any of the terms and provisions hereof shall be valid unless made pursuant to an instrument in writing signed by each party. This Agreement supersedes and terminates any and all prior agreements or understandings between the parties regarding the subject matter hereof.
 6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.
 7. Construction and Severability. In the event any provision in this Agreement shall, for any reason, be held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain such invalid or unenforceable provision, and the rights and obligations of the parties hereto shall continue in full force and effect and shall be construed and enforced in accordance with the remaining provisions hereof.
 8. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be sufficient for execution of this Agreement.

9. Independent Advice of Counsel. The Parties hereto, and each of them, represent and declare that in executing this Agreement they relied solely upon their own judgment, belief, knowledge and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the Agreement by any representations or statements covering any matters made by any other party or that party's representatives hereto.
10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall not affect in any manner the meaning or interpretation of this Agreement.
11. Rule of Construction Relating to Ambiguities. All parties to this Agreement acknowledge that they have each carefully read and reviewed this Agreement with their respective counsel and/or other representative, and therefore, agree that the rule of construction that ambiguities shall be construed against the drafter of the document shall not be applicable.
12. Enforceability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to the jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction

Dated: _____

Dated: _____

Selling Side Joint Venture Partner
xxxxxxxxxxxxxx

Purchasing Side Joint Venture Partner
xxxxxxxxxxxxxx

Exhibit 4

34125	Call Log	Incoming		11/11/2017 00:10(UTC-8)	From: 61401832135@s.whats app.net Vikram Mohite To: 17027160460@s.whats app.net rayray51271	
34126	Instant Messages	Incoming		11/11/2017 06:21(UTC-8)	From: 19172380548@s.whats app.net Chris davey Participants: 19172380548@s.whats app.net Chris davey, 17027160460@s.whats app.net rayray51271 (owner)	I am still ready when you are
34127	SMS Messages	Incoming		11/11/2017 10:03(UTC-8)	From: 7025231960 Frank O'Donnell	How is your schedule?
34128	SMS Messages	Incoming		11/11/2017 10:03(UTC-8)	From: 7025231960 Frank O'Donnell	How is your schedule?
34129	SMS Messages	Incoming		11/11/2017 10:30(UTC-8)	From: 9496378100	Brad rotter wants to know if u still want to sell your bitcoin. I told him I would inquire Sorry about before I have been stressed about wife's health a
34130	SMS Messages	Incoming		11/11/2017 10:30(UTC-8)	From: 9496378100	Brad rotter wants to know if u still want to sell your bitcoin. I told him I would inquire Sorry about before I have been stressed about wife's health a
34131	SMS Messages	Incoming		11/11/2017 10:30(UTC-8)	From: 9496378100	nd cash is supper tight. I should not have taken it out on you. My wife's liver is starting to fail!
34132	SMS Messages	Incoming		11/11/2017 10:30(UTC-8)	From: 9496378100	nd cash is supper tight. I should not have taken it out on you. My wife's liver is starting to fail!
34133	SMS Messages	Incoming		11/11/2017 11:52(UTC-8)	From: 7025237657	Hi Ray, this is Danny it was nice seeing you yesterday please send me your email address thank you
34134	SMS Messages	Incoming		11/11/2017 11:52(UTC-8)	From: 7025237657	Hi Ray, this is Danny it was nice seeing you yesterday please send me your email address thank you
34135	Instant Messages	Incoming		11/11/2017 12:45(UTC-8)	From: 61401832135@s.whats app.net Vikram Mohite Participants: 61401832135@s.whats app.net Vikram Mohite, 17027160460@s.whats app.net rayray51271 (owner)	Hello Raymond, Hope all is well! - Clay - no feedback / call but I am ok with it. That's Clay for you. - New Bullion - I have sent the details of the deal to you via email - let's discuss. - Hermes - let's close it today. Please. - Copper - have you got the lab report? Please email it asap. On the basis of the description in the valuation report I did some research on the net and found out that the product can be very flammable. The logistics companies may have concerns. - Jay has reached London - I have requested him to organise a call with Mike / by Sunday your time. - Keith - can you please send him an email confirming your interest in the SBLCS. I have requested him for a call - if he is up to it. - CBDF - let's discuss. I will be discussing the matter with Yogesh. I ha e a feeling it's best to meet them and finalise the deal. Thank you.
34136	Instant Messages	Outgoing		11/11/2017 13:11(UTC-8)	From: 17027160460@s.whats app.net rayray51271 (owner) To: 61401832135@s.whats app.net Vikram Mohite	Ok. Let's talk on the phone in 45 minutes?
34137	Instant Messages	Incoming		11/11/2017 13:12(UTC-8)	From: 61401832135@s.whats app.net Vikram Mohite Participants: 61401832135@s.whats app.net Vikram Mohite, 17027160460@s.whats app.net rayray51271 (owner)	3:00 pm your time - I will be out on a walk but can talk
34138	Instant Messages	Outgoing		11/11/2017 13:13(UTC-8)	From: 17027160460@s.whats app.net rayray51271 (owner) To: 61401832135@s.whats app.net Vikram Mohite	Ok
34139	Call Log	Incoming		11/11/2017 14:08(UTC-8)	From: 61401832135@s.whats app.net Vikram Mohite To: 17027160460@s.whats app.net rayray51271	00:00:26

Exhibit 5

System Message System Message

Platform: Mobile

10/19/2018 11:21(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Incoming Call

Platform: Mobile

10/19/2018 12:20(UTC-7)

System Message System Message

Platform: Mobile

10/19/2018 12:20(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Would U be interested in Bitcoins Ray?

Platform: Mobile

10/19/2018 12:58(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Incoming Call

Platform: Mobile

10/19/2018 13:23(UTC-7)

System Message System Message

Platform: Mobile

10/19/2018 13:23(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Will wait for Ur call my friend

Platform: Mobile

10/19/2018 13:29(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Incoming Call

Platform: Mobile

10/19/2018 14:06(UTC-7)

Exhibit 6

System Message System Message

Platform: Mobile

10/20/2018 15:34(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Incoming Call

Platform: Mobile

10/20/2018 15:54(UTC-7)

System Message System Message

Platform: Mobile

10/20/2018 15:54(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Hi Ray hope Ur well. Is there any news?

Platform: Mobile

10/20/2018 16:00(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

For trade is it only private persons or also companies?

Platform: Mobile

10/20/2018 22:30(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Kamil is ready for the debit card. Whats the next step? What are the costs and what are the fees?

Platform: Mobile

10/20/2018 23:30(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Hi Ray spoke to Natalia. The first test transaction with the Bitcoins will be marketprice. The sell OTC from Asia. Afterwords we can discuss the discount and will depend on the quantity of buy how much that will be. They have unlimited access.

Platform: Mobile

10/21/2018 04:19(UTC-7)

31641040649@s.whatsapp.net Jerry De Koning

Incoming Call

Platform: Mobile

10/21/2018 06:25(UTC-7)

Exhibit 7

System Message System Message

Platform: Mobile

12/5/2018 13:15(UTC-8)

17027160460@s.whatsapp.net rayray51271

Outgoing Call

Platform: Mobile

12/5/2018 13:17(UTC-8)

17027160460@s.whatsapp.net rayray51271

Attachments:



Title: Bitcoin Procedures_Sam Oliver.pdf

Size: 367085

File name: Bitcoin Procedures_Sam Oliver.pdf

Path: https://mmg-fna.whatsapp.net/d/f/AhdQTivCRN5iv-

7Ar_TYI1McIMZ0WNj9_kXDI_T4QpCo.enc

Bitcoin Procedures_Sam Oliver.pdf

Participant	Delivered	Read	Played
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41792534555@s.whatsapp.net Patrick	12/5/2018 13:27(UTC-8)	12/5/2018 13:29(UTC-8)	
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Status: Sent

Platform: Mobile

12/5/2018 13:27(UTC-8)

41792534555@s.whatsapp.net Patrick

Got a wallet address with it?

Platform: Mobile

12/5/2018 13:44(UTC-8)

17027160460@s.whatsapp.net rayray51271

From Sam's Aunt on the Colorado funds...They will do the following progression, but they want a CIS package from the owner then they'll write up the contract.

1. 15% for first 200M
2. 17.5% for next 200M
3. 20% over 400M

Participant	Delivered	Read	Played
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41792534555@s.whatsapp.net Patrick	12/5/2018 13:50(UTC-8)	12/5/2018 13:50(UTC-8)	
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Status: Sent

Platform: Mobile

12/5/2018 13:50(UTC-8)

Exhibit 8

17027160460@s.whatsapp.net rayray51271

Attachments:

**Title:** Bitcoin Address

1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx.pdf

Size: 140995**File name:** Bitcoin Address

1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx.pdf

Path: https://mmg-

fna.whatsapp.net/d/f/AI6hQa5_9iINhwX72_5N58cFQS4PzI96NBm58

PgwxVw_.enc

Bitcoin Address 1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx.pdf

Participant	Delivered	Read	Played
41792534555@s.whatsapp.net Patrick	12/19/2018 21:29(UTC-8)	12/19/2018 21:30(UTC-8)	

Status: Sent**Platform:** Mobile

12/19/2018 21:06(UTC-8)

41792534555@s.whatsapp.net Patrick

Platform: Mobile

12/19/2018 21:31(UTC-8)

17027160460@s.whatsapp.net rayray51271

2 emails in your box.

Participant	Delivered	Read	Played
41792534555@s.whatsapp.net Patrick	12/19/2018 23:08(UTC-8)	12/19/2018 23:08(UTC-8)	

Status: Sent**Platform:** Mobile

12/19/2018 22:04(UTC-8)

41792534555@s.whatsapp.net Patrick

Yes, thanks, forwarded already...

Platform: Mobile

12/19/2018 23:08(UTC-8)

41792534555@s.whatsapp.net Patrick

Missed Call

Platform: Mobile

12/19/2018 23:28(UTC-8)

WALLET

DATA

API

ABOUT




BLOCK, HASH, TRANSACTION

Bitcoin Address

Summary

Address	1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx
Hash 160	b3dd79fb3460c7b0d0bbb8d2ed93436b88b6d89c

Transactions

No. Transactions	159	
Total Received	69,471.12363147 BTC	
Final Balance	69,370.12363147 BTC	

Request Payment


Donation Button



Transactions


Filter▼

0666de82d8b58570da093c09e96041c5b7e21ecda41...	2018-12-17 06:06:08
3BU1rT4aZFTDDWt6yxheedV8kbdrU2WMqM → 1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx	0.00001088 BTC
	0.00001088 BTC



Compare, convert, and analyze the top cryptos

TRACK THE MARKET



813ba20bd5de583397bee08b69b85ac5c2dae8afd5d...	2018-12-09 04:52:19
199J6ZBSFsLtrRX5WuCiZCynj7Zh3hZcgV → 1HQ3Go3ggs8pFnXuHVHRytPCq5fGG8Hbhx	0.00000888 BTC

Exhibit 9



anewday 777888 <anewday777888@gmail.com>

Fwd: Fwd: From Mark To Don and James Re: Current BTC JV and Escrow Agreements 1Million from each 3 different Sellers = Total 3Million BTC available.

1 message

whatadayitstoday@tutanota.com <whatadayitstoday@tutanota.com>
To: Raymond Ngan <anewday777888@gmail.com>

Fri, Dec 21, 2018 at 6:00 PM

--
Securely sent with Tutanota. Get your own encrypted, ad-free mailbox:
<https://tutanota.com>

Date: Dec 21, 2018, 3:45 PM
From: don@epicgrpplc.com
To: whatadayitstoday@tutanota.com
Subject: Fwd: From Mark To Don and James Re: Current BTC JV and Escrow Agreements 1Million from each 3 different Sellers = Total 3Million BTC available.

Ray,

Here's the BTC for up to 2.5M Coin.

We can get this done.

----- Forwarded Message -----

Subject:From Mark To Don and James Re: Current BTC JV and Escrow Agreements 1Million from each 3 different Sellers = Total 3Million BTC available.
Date:Tue, 18 Dec 2018 04:12:54 +0000 (UTC)
From:MARK <pmrcapmark@sbcglobal.net>
Reply-To:MARK <pmrcapmark@sbcglobal.net>
To:don@epicgrpplc.com <don@epicgrpplc.com>
CC:MARK N. <pmrcapmark@sbcglobal.net>

Hi Don,

Please act on this right now b4 all is sold out.

Here is drafted attachment of BTC purchase.

Very Very Very simple procedures to follow.

- 1.) LOR = Letter Of Request spell out in letter of intent how do Buyer want to start each tranche, example: 50,000 per day or per week, etc...
- 2.) CIS = Client Information Sheet spell out how do the Buyers with to buying as Individual or Entity and all banking and contact info.
- 3.) POF = Proof of Fund spell out how Buyer paying for it with POF first page bank statement, Hedge Fund, etc...

Seller will send out SPA = Sale Purchase Agreement and should be done in 48hours.

Its that simple.

see attached need Buyers to send it back to me Pronto!!!.

Sincere Warmest Regards,

(Mark Alexis)
CEO - Managing Members
PMR Capital Funding
P. O. Box 722586
San Diego, CA 92172
C: (858) 225-9508
F: (866) 937-2430
pmrcapmark@sbcglobal.net

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Dear Mark Alexis:

Enclosed please find the forms that the clients interested int he purchase of the BTC. Please make sure they complete the forms immediately. Also they need to include their Passport/CIS and LOI. It is necessary to ad the POF of at least the first tranch to proof their purchase capability. Once we receive all the package with documents requirements (IN ONE EMAIL ONLY PLEASE), then the Attorney / Seller's Rep. will be in direct contact to the clients.

We will be looking forward to hear from you soon

Buyer's rep is on hold waiting for the packages during this afternoon, ESP.

2 attachments



Bitcoin Joint Venture

35K

Agreement.docx



Dunton Rainville Escrow

32K

Agreement.docx

Exhibit 10

DIGITAL CRYPTO CURRENCY

IN RESPECT OF THE BITCOIN SALE AS
PRESENTED HEREIN, DATED **January 03, 2019**

BITCOINS SALE OFFER OF 1,000 BTC's

NOTICE OF CONDITIONAL OFFER PRIOR TO SALE

of the holders of its
outstanding **(1,000
BTC)** w/ RE



PRIVATE AND CONFIDENTIAL – NOT FOR PUBLIC DISTRIBUTION

The purpose of this letter is to express our intent to sell Digital Crypto Currency, the purpose of which is to clearly identify the selling entity publish intention describing the characteristics of the purchase (the "Offer") and evidence of custodial qualifications. We have summarizes herein; the principal terms and

Conditions with respect to a potential purchase agreement.

Overall Structure. Our goal is to establish a purchase offer managed through a recognized financial organization contracted meeting the objective of the purchase as well as protecting the assets of the parties for each transaction. Our initial belief as to the overall structure and purpose purchase as outlined and set forth in the Competitive Offer would need to be properly documented in definitive agreements.

Negotiations. We agree to negotiate to determine if the offer will be appropriate for the parties, provided, however, that either party may terminate negotiations at any time for any reason.

The Seller requires that the sale contract and any surplus will be done in accordance with specific contracted amount and procedures agreed to by both the Buyer and Seller. In accordance with these priorities, the offer "as is" and in good standing at the time of this Notice, the Parties wish to provide documentation and contract for the purchase in its entirety.

The Seller shall pay all customary and reasonable Consultants Fees. Prospective Buyer may be responsible for customary and reasonable buyer's costs. The Seller may revoke this Notice of Conditional Offer Prior to Sale at any time before acceptance of the Notice of Conditional Offer Prior to Sale as described herein. In the event that the Seller exercises this right, The Seller will notify Prospective Buyer by email with a Rescission of Notice of Conditional Offer Prior to Sale

NOTICE OF CONDITIONAL OFFER PRIOR TO SALE

This letter is intended to set forth a letter of intent to sell Digital Crypto Currency as listed herein. This Notice of Conditional Offer Prior to Sale is for a potential buyer in good standing who intends to purchase the Assets “as is” at Current Bitcoin Exchange Pricing (CBEP less discount). The conditions of eligibility to purchase are set forth below. At the end of this notice you will be asked to indicate your interest in purchasing the Bitcoins and are requested to submit an LOI and the Attorney Attestation confirming your intention and/or requirements to purchase. You will be contacted when and if, it has been determined that you are the eligible buyer for the above-listed offer in accordance with the terms and condition of this Notice. This notice is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation of the parties. No legally binding obligations on the parties will be created, implied, or inferred until appropriate documents in final form are executed regarding the subject matter and containing all other essential terms of an agreed upon transaction and delivered by all parties. Without limiting the generality of the foregoing, it is the parties’ intent that, until that event, no agreement binding on the parties shall exist and there shall be no obligations whatsoever based on such things as, extended negotiations, “handshakes,” oral understandings, or courses of conduct (including reliance and changes of position). Efforts by either party to complete due diligence, verification, negotiate, financing or prepare a contract shall not be considered as evidence of intent by either party to be bound by this memorandum or otherwise. The performance by either party prior to execution of a formal contract of any of the obligations which may be included in a contract between the parties when negotiations are completed shall not be considered as evidence of intent by either party to be bound by this memorandum.

ATTESTATION /DISCLOSURE OF OFFER



REPRESENTATION ON AUTHORITY OF THE SELLER/SIGNATORY represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations herein have been duly authorized and that the Agreement is a valid document and demonstrates the seller’s intentions in accordance with its terms.

The Buyer has evaluated and has express interest and verified that interest with a Letters of Intent that will be presented from the Representative or Attorney of the Seller. This document will demonstrate our intent to sell and provide verification of product with procedure allowing the transfer within a purchase agreement. The Seller shall be inform by the interested parties that a submitted expressions of interest and documentation by the Buyer demonstrating its financial capability meeting the obligation within the terms and condition of this notice.

The requirements of this Notice are reasonable and efficient and do not create unnecessary constraints in evaluating or fulfilment of conditions required for negotiation or acceptance. Our intention is to present an offer, aligning interest of all interested parties and submit signed Agreement’s for consideration and approval. The Seller has presented terms necessary to fulfill the acquisition of the “Offer” as outlined below.

DIGITAL CRYPTOCURRENCY

Contract Amount:	of the holders of its outstanding (1,000 BTC) w/ RE
Discounts:	the FIVE percent (5%) discount for BTC to the buyer of TWO percent (2%) + commission of THREE Percent (3%) for Buy side a n d S e l l side representatives
Receiving Mode:	Bitcoin Wallet
Contract Amount / Tranche:	First Tranche 1,000, w/ rolls and extension
Payment method:	Bank-to-Bank
Commission Allocation/ Per Tranche:	Sell side (OPEN) 1.50% Buys side /1.50% Sell side
Inclusive Offer:	The above purchase price acquisition of the Bitcoins, affords satisfaction with Buyer and Seller as well as all parties of interest.
Understanding:	Indemnification from any known or unknown Liabilities (including Contingent Liabilities) arising from operations (past & present) before the date of execution of definitive transaction documents.
Bitcoin Exchange:	The "as is" Current Bitcoin Exchange Pricing (CBEP) sales price shall be determined from the daily exchange on www.blockchain.com
Surplus Crypto Currency:	All surplus Crypto Currency may be sold under contract with rolls and extension, at the discretion of the Seller.

Out-of-Pocket Expenses /Completion Criteria

Expenses:	Each party to bear its own legal fees and expenses in connection with this transaction.
Schedule:	The terms expressed in this Notice of Conditional Offer Prior to Sale will become null and void if not accepted within two (2) days from the date of this letter. If you accept our proposal, we will proceed to enter into a purchase contract. During this period Seller agrees to discontinue any third party sale negotiations.
Proration's:	This notice is important and requires the immediate attention of the buyer. If buyer is in any doubt as to the action they should take, they should seek their own financial and legal advice, including in respect of any tax consequences, immediately from their accountant or other independent financial, tax or legal adviser.
Confidentiality:	All aspects of this negotiated agreement shall be held by Buyer and Seller in the strictest of confidence. The confidentiality requirement shall not be in effect once closing occurs.

Representations and Warranties:

The parties will make a number of representations and warranties, including, (i) due qualification, and authorization to enter into the agreement, and (ii) other representations and warranties concerning the business, liabilities, and good standing of the parties, and (iii) other participation representations and agreements typically obtained in a transaction of this type. The parties will agree to indemnify and hold harmless the Company for any losses or liabilities arising from any breach of a representation or warranty.

Required Documentation for Consideration

- Sign and return the Notice of Conditional Offer Prior to Sale
- Buyer or Buyers Attorney shall present an (LOI) Letter of Intent outlining the requirements of the buyers contracted, amount and schedule.
- Submit the VERIFIABLE BUYERS BANK STATEMENT with "Attorney Attestation Letter of Funds".

NOTICE: these steps have been implemented due the false and misleading practices be perpetrated on both buyers and sellers within this business model. We feel these steps are critical to providing these financial instruments (**BTC**) to accredited buyers; we appreciate your understanding and compliance for this introduction.

Control Procedure

- Once the intention of purchase is confirmed, Sellers Representative shall present a letter confirming acceptance of buyer's documentation and seller intentions to proceed, a draft contract will be sent for buyer's signature.
- Once the Buyer reviews the agreement and proposes amendments if necessary (such as amount of tranches and number of tranches), the return draft agreement as well as CIS, PP & wallet ID for review, approval.
- Seller reciprocates with CIS, PP & Attestation letter (POC) of wallet that is the source of the bitcoin.
- The Seller sends letter of instructions to the BUYER to receive proof of funds. The proof of funds (duly certified by the bank or institution with a phone number and an in-charge person inside the institution where the funds are kept so a due diligence can be done).
- Buyer sends funds of the corresponding amount in USD of agreed Bitcoins tranche amount, via Bank Wire Transfer to nominated **COLTAF** account at JP MORGAN CHASE BANK or Escrow Account.
- Seller's confirmation of the contracted escrow deposit will initiate placement of BTC first tranche amount/value directly into Buyer's Wallet, preference and delivery in favor of Buyer/beneficiary per tranche schedule and repeated until contract commitment completed.
- The Attorney/Paymaster **COLTAF** account is in the USA at JP Morgan Chase Bank.
- Payment method Bank to Bank, Ledger to Ledger, Attorney to Attorney.

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Buyers Confirmation

I HEREBY AFFIRM, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AFFIXED BELOW IN THIS DOCUMENT IS TRUE AND CORRECT. (Fraud or misrepresentation of any evidence that is presented with this notice to the agreement may constitute grounds for disenrollment or other definitive action).

I have read and understand the terms and conditions above and I am interested in purchasing this Bitcoins, and I have presented my LOI and attorney attestation letter to further negotiate my position.

[Client Name]

By: _____
Name:
Title: **BUYER**
Date: **January 03, 2019**

Exhibit 11



Letter Of Intent

From: B Payments Group

Address: Järvevana tee 9-40, 11314 Tallinn, ESTONIA

Email: ashutosh@bpay.global

To: Revilo's LLC

Attn: c/o Sam Oliver

303 east Ford Ave. Barberton, Ohio 44203

Date: 4 February 2019

TERMS OF PURCHASE OF BITCOINS:

Instrument Type: Bitcoin

Trade Size: 1,000 Btc with R&E

Buyer Preferred Discount: -2%

Payment Mode: Bank to Bank or Escrow

1. We agree to commit tranches of 1,000 BTC.
2. The buyer agrees to purchase the bitcoins at the base purchase price of bitcoin to be at 2% discount below the prevailing price. The price is to be fixed at the **Current Bitcoin Exchange Pricing (CBEP) sales price shall be determined from the daily exchange on www.blockchain.com** on the day and time of each contract in USD.
3. Buyer/Seller to decide on time and date, where price is to be agreed upon and locked-in. Once locked-in, the transaction shall not be reversible.

A handwritten signature in blue ink, appearing to read 'Ashutosh Sharma', written over a horizontal line.

Ashutosh Sharma
CTO and Co-Founder